

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 95	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DAMT01-03-R-0075	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TOYE LATIMORE				b. TELEPHONE NUMBER (No Collect Calls) 703-428-2067	
9. ISSUED BY MILITARY TRAFFIC MANAGEMENT COMMAND MTAQ- MIL TRAFFIC MGT CMD 200 STOVALL ST, 12S67 ALEXANDRIA VA 22332-5000 TEL: 800-843-8755 FAX: 703-428-3364/3325/3362		CODE DAMT01		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE				18a. PAYMENT WILL BE MADE BY			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY			
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION C

Stevedoring & Related Transportation Services PWS
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1.0 INTRODUCTION/BACKGROUND

1.1 Streamlined, Performance-Based Processes

The Military Traffic Management Command has streamlined the processes involved in soliciting, evaluating, awarding and administering contracts for Stevedoring and Related Terminal Services. The process maintains a competitive environment, while considering the needs of both customers and suppliers, focuses on reducing costs and implementing performance-based contracts.

1.2 Background

[To be provided (description of USA MTMC and the S&RTS program)].

2.0 SCOPE

2.1 Stevedoring and Related Terminal Services

This contract covers the handling of Department of Defense (DoD) sponsored export and import cargo at _____. The Contractor shall provide stevedoring services in connection with the receipt, processing, and/or loading/discharging of all vessels designated by the Contracting Officer. The Contractor shall provide sufficient qualified labor, equipment and materials to satisfy the scope of this contract, for which the Contractor will be paid at the applicable commodity or labor-hour rates as designated in Section B – Schedule of Services in this contract.

The general scope of services under this RFP includes:

- Stevedoring and Related Terminal Services – Inbound (Import)
- Stevedoring and Related Terminal Services – Outbound (Export)
- Management Expertise

2.1.1.1 Stevedoring and Related Terminal Services – Inbound (Import)

Stevedoring and Related Terminal Services – Inbound (Import) involves the planning, vessel discharge staging, and onward movement of cargo inbound to the port via oceangoing vessel.

2.1.1.2 Stevedoring and Related Terminal Services – Outbound (Export)

Stevedoring and Related Terminal Services – Outbound (Export) involves the planning, receiving, staging, cargo preparation, intra-terminal transfer and loading of cargo outbound from the port via oceangoing vessel.

2.1.1.3 Management Services

Management services include, but are not limited to, quality control, staffing, training, reporting and communications related to cargo operations as described in Sections 2.1.1.1 and 2.1.1.2 above.

2.1.2 Description of Terminal(s) and Operations

[To be provided (contract specific, in part)].

2.1.3 Contingency Labor Operations

The Contractor may be required to provide sufficient qualified labor to support contingency operations. Should qualified labor not be available, the Contractor shall notify the COR and ACO immediately upon recognition of the shortfall. Contingency operations may occur at the following specified ports: _____.

2.1.4 Training and Special Operations

The Government reserves the right to conduct training and special operations for US Army personnel during a scheduled load or discharge for any vessel operation. The Contracting Officer or COR will advise the Contractor when such training or special operation is scheduled; such notification will be provided to the Contractor as soon as known, but must be provided at least 14 calendar days prior to the scheduled start of a Government operation. During these training/special operation events, the Contractor shall provide sufficient qualified labor as required to support vessel loading or discharge operations and related terminal operations. Such labor, when requested, will be compensated at the labor-hour rates established in Section B – Schedule of Services.

2.2 Groundrules and Constraints

The Government requires that the following groundrules and constraints be observed over the course of the contract and across all services and duties performed within.

2.2.1 Persons Banned from the Premises

The Contractor shall not allow a person that has been banned from the premises to have access to terminal facilities, equipment, or other material related to terminal operations.

2.3 Period of Performance

This Contract shall be in effect on or after 0001 hours local time from _____ 2003 and shall remain in force until _____ 200_. [*Four (4) year base period recommended.*]

2.4 Hours of Operation

Working hours are in accordance with applicable collective bargaining agreements with respective ports, unless otherwise specified by the Contracting Officer or Contracting Officer's Representative (COR),

3.0 CONTRACTOR DUTIES

3.1 General

3.1.1 Definition of a Performance Requirement

Performance Requirements in this document are expressed in the following manner:

Each performance requirement may contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

- **Performance Objective** – The desired outcome or result expected of the contractor (not output!)
- **Performance Measures** – The critical characteristics or aspects of achieving the objective that will be monitored by the Government, those things that the Government will analyze. Each objective may have one or more measures.
- **Performance Standards** – The targeted level or range of levels of performance measured.

[Note: the performance objectives in this statement of work that begin with an asterisk (*) are considered mission critical and appear in the Performance Requirements Summary. Those performance objectives that are marked with an asterisk following the performance objective number are considered to be unique to only a few port operations.]

3.1.2 Use of Performance Measures/Standards

Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard, the measures and standards are in accordance with standard commercial practices, i.e., substantial compliance with local customary trade practice.

Unless otherwise noted, performance objectives without measures and standards imply standards (goals) of 100% compliance. Performance measures/standards, where specified, may be used to achieve a variety of goals, including:

- collection of data to test the practicality of a performance standard;
- identification of a performance standard of less than 100% compliance;
- emphasis on most critical performance objectives;
- collection of data to support quality assurance and contractual remedies (including evaluation of past performance, discussion at Quality Council meetings etc.) and similar goals.

3.2 Stevedoring and Related Transportation Services – Inbound (Import)

The Contractor shall provide for planning, vessel discharge, staging, onward movement, and billing, as described in the subsections below.

3.2.1 Planning

Planning is the process of stating the objectives of the mission/operation, often in advance of complete information.

The Government will:

1. Provide the Contractor with notice ASAP of an inbound ‘vessels’ or shipments and will provide specific guidance on the type of mission and cargo to be discharged.
2. Arrange for the staging area with Port Authority.
3. Provide a discharge plan at least ___ days *(to be filled in by Port)* prior to commencement of operations.

Performance Objective No. 1 – The Contractor shall arrange for staging or pier space, to include covered storage, if requested by the government.

Performance Measures:

COR will monitor (typical)

Performance Standards:

100% compliance (typical)

Performance Objective No. 2 – The Contractor shall prepare a staging plan, if requested by the government. (The Contractor shall provide the staging plan at least one (1) day prior to start of vessel discharge to the COR).

3.2.2 Vessel Discharge

Vessel Discharge/Unload is the physical removal of cargo from a vessel.

The Government will:

1. Utilize WPS to document cargo discharge
2. Provide scanners to the contractor
3. Resolve discrepancy for cargo (including Hazardous Material (‘hazmat’))
4. Identify sensitive/classified cargo and provide handling instructions
5. Identify reefers and provide handling instructions

***Performance Objective No. 3** – The Contractor shall discharge cargo in accordance with the Discharge Plan and stage in accordance with the Staging Plan within the agreed time frame. The Contractor shall handle sensitive, classified, and Reefer Cargo in accordance with Standard

procedure (Regulation No. ____). The Contractor shall handle commodities in accordance with standard procedures (i.e., HazMat, TEA Regulations)*.

Performance Measures:

Performance Standards:

COR monitors

Discharge without damages...0% major, 1% minor
\$500 0% repetitiveness per mission -- 100%
compliance

***Performance Objective No. 4** – The Contractor shall document cargo during discharge (billing record).

Performance Objective No. 5 – The Contractor shall identify frustrated cargo.

***Performance Objective No. 6** – The Contractor shall participate with the government in conducting a reconciliation/validation of the cargo discharged with reports from WPS.

***Performance Objective No. 7** – The Contractor shall notify the Government of all discrepancies with the cargo, to include Hazmat (i.e. missing labels/placards, etc.).

Performance Objective No. 8 – The Contractor shall police the vessel and surrounding area of securing materials and contractor debris following discharge. Cleaning shall include but not limited to: removal of securing material and debris from the vessel and surrounding area, consolidating securing material to facilitate storage and reuse (if appropriate), segregating by material/type, accounting for material, and removing material to designated area(s) for storage/disposal.

3.2.3 Staging

Staging is the process of placement/organization of cargo to facilitate port clearance/operations. The Government will communicate changes/events that affect the staging plan.

Performance Objective No. 9 – The Contractor shall stage cargo to initial point of rest in accordance with the staging plan

Performance Objective No. 10 – The Contractor shall reposition and/or document moved equipment when directed by the Government (extra labor). [PSA or Port Authority supported.].

3.2.4 Onward Movement

Onward movement is the disposition of cargo off the terminal.

***Performance Objective No. 11** – The Contractor shall load and secure cargo on outbound conveyances in accordance with industry and MTMC standards and regulations.

3.3 Stevedoring and Related Terminal Services – Outbound (Export)

The Contractor shall provide for planning, receiving, staging, cargo preparation, loading, and billing, as described in the subsections below.

3.3.1 Planning

Planning is the evaluation of stevedoring services in connection with the receipt processing and loading/discharge of vessels providing equal labor, equipment and materials to accomplish those services. This includes but may not be limited to: evaluation and review of communications, load planning infrastructure, labor, marine and inland transportation, safety and security.

***Performance Objective No. 12** – The Contractor shall participate in daily meetings.

Performance Objective No. 13 – The Contractor shall receive and review cargo list and stowplan for accuracy and efficiency of vessel operations.

***Performance Objective No. 14** – The Contractor shall communicate to the COR any labor shortfalls.

3.3.2 Receiving

Receiving is accepting custody and responsibility for cargo as it arrives at the terminal.

Performance Objective No. 15* – The Contractor shall visually check and compare documentation and cargo (OS & D, priority) and report discrepancies daily to the COR.

***Performance Objective No. 16** – The Contractor shall record and report cargo received daily to the COR.

Performance Measures:

COR to review report accuracy

Performance Standards:

100% for hazardous material or sensitive cargo;
95% otherwise

Performance Objective No. 17 – The Contractor shall maintain accountability on hazmat, reefer, and sensitive cargo, in accordance with regulations.

Performance Objective No. 18 – The Contractor shall unload conveyance in accordance with tariffs and tenders.

3.3.3 Staging

Staging is the movement of cargo to a place of rest in anticipation of final disposition.

Performance Objective No. 19 – The Contractor shall stage cargo in accordance with Government instructions.

3.3.4 Cargo Preparation

Cargo Preparation may include, but is not limited to the following: documentation, nesting/un-nesting of cargo, coopering, stuffing/un-stuffing of cargo containers, scanning, reducing cargo dimensions, fueling/de-fueling and washing of vehicles.

Performance Objective No. 20 – The Contractor shall perform cargo preparation in accordance with the Defense Transportation Regulation DoD 4500.9-R, and other applicable DoD, MTMC and MTMC TEA Regulations and Standards in Appendix ____.

3.3.5 Intra-terminal Transfer

Intra-terminal Transfer is the repositioning of cargo to expedite loading operations.

Performance Objective No. 21 – The Contractor shall reposition/re-handle cargo within terminals as directed by the Government.

3.3.6 Loading

Loading Cargo is the movement of cargo from place of rest to point of stow on the vessel in accordance with the approved vessel stow plan furnished by the Government.

Performance Objective No. 22 – The Contractor shall coordinate vessel activity with the vessels crew.

***Performance Objective No. 23** – The Contractor shall load cargo on the vessel from its place of rest to point of stow aboard vessel in accordance with the approved vessel stow plan within the agreed upon time frame furnished by the Government.

***Performance Objective No. 24** – The contractor shall secure cargo aboard vessel within the agreed upon time frame, in accordance with MTMC TEA Regulation 97-55-22 and other applicable regulations contained in Appendix ____.

***Performance Objective No. 25** – The Contractor shall document cargo during loading.

3.4 Management

Management involves the allocation and coordination of resources to accomplish a mission/operation.

3.4.1 General

The Government will:

1. Provide C/C as Single Port Operator/Manager for MTMC Operations.
2. Identify unique military equipment requiring special handling and coordinate for handling said special equipment as required.
3. Maintain log book/record of events/time
4. Provide daily reports to the Contractor.
5. Compare contractor furnished reports with the Government reports, identify discrepancies and reconcile.
6. Identify the COR to oversee contract operations.
7. Provide a “trained” point of contact for general hazardous materials (“hazmat”).
8. Provide a “trained” point of contact for ammo “unique” operations*
9. Provide ICODES prestow and final stow plan.

Performance Objective No. 26 – The Contractor shall maintain and submit timekeeping reports for mission operations within 24 hrs following billing activity.

***Performance Objective No. 27** – The Contractor shall order labor based upon agreement/negotiation with COR.

Performance Objective No. 28 – The Contractor shall compare government reports to contractor documents and identify discrepancies and recommend reconciliations.

Performance Objective No. 29 – The Contractor shall provide a single point of contact for operations for each shift.

Performance Objective No. 30 – The Contractor shall provide a trained point of contact for hazmat “handling”.

3.4.2 Training

Training is providing information, knowledge, and skills reinforcement to meet requirements.

The Government will:

1. Provide training for the operation of government equipment (e.g., Government furnished equipment and cargo) within the port environment.
2. Identify and provide specialized training requirements based upon unique port operations.

***Performance Objective No. 31** – The Contractor shall coordinate with local labor to attend special equipment training so that sufficient pools of operators are available to operate government equipment within a port as required.

***Performance Objective No. 32** – The Contractor shall provide labor to attend government provided specialized training.

3.4.3 Extra Labor

Performance Objective No. 33 – The Contractor shall provide extra labor only when ordered by the COR to meet operation needs.

3.4.4 Out-of-Pocket Expenses

Performance Objective No. 34 – The Contractor shall provide special equipment/supplies that will be paid out-of-pocket and reimbursed by the government upon the approval of the ACO. (e.g., floating crane, other special equipment, lumber, reimbursable 3rd party services).

3.4.5 Quality Control Inspection Plan (QCIP)

Performance Objective No. 35 – The Contractor shall establish a Quality Control Inspection Plan which will emphasize quality control over all contract requirements. The Quality Control Inspection Plan will contain a Quality Control Inspection Checklist (QCIC) which, at a minimum, will contain all elements of the Performance Requirements Summary (PRS).

3.4.6 Communication

Performance Objective No. 36* - The Contractor shall provide, maintain, and use HERO approved communications equipment when conducting ammunition operations. Contractor shall include communication plan in the quality assurance plan.

4.0 **SPECIAL CONTRACT REQUIREMENTS**

4.1 Hazardous Cargo

The transportation and handling of hazardous cargo for shipment shall be subject to Title 49 of the Code of Federal Regulations, Part 173,174,175 et seq. (49 CFR) in force at the time of shipment.

4.2 Security

4.2.1 Security Related to Personnel

If the Government notifies the Contractor that the employment or the continued employment of any Contractor employee is prejudicial to the interests or endangers the security of the United States of America, the Contractor shall make any changes necessary in the appointment(s).

4.2.2 Security of Cargo, Facilities and Equipment

Performance Objective No. 37 – The Contractor is responsible for protecting cargo, facilities and equipment entrusted to his care and shall exercise reasonable diligence to secure it and comply with all elements of the Contractors Security Plan.

4.2.4 Security – Classified or Protected Cargo

Performance Objective No. 38 – The Contractor shall immediately notify the Contracting Officer's Representative of the arrival of any classified or protected cargo shipments.

4.2.5 Security – Damage and Loss Reporting

***Performance Objective No. 39** – The Contractor shall immediately notify the COR if any cargo is damaged, lost or pilfered while in the care, custody or possession of the Contractor, and the Contractor shall submit a full written report of the facts and extent of such damages or loss to the COR within 24 hours, using Cargo Discrepancy Report MTDC-C-48-R.

4.3 Safety

4.3.1 Driver Safety

***Performance Objective No. 40** – The Contractor shall ensure that personnel operating Government Vehicles possess a valid State Drivers License and a Commercial Drivers License. In addition, Contractor personnel who operate specialized Government Vehicles must also possess a U.S. Government Motor Vehicle Operators Identification Card, OF346, with endorsement for each type of specialized vehicle for which the Contractor is qualified to drive. All Contractor personnel who operate U.S Government or Contractor furnished ammunition laden vehicles shall possess a Commercial Drivers License (CDL) with HAZMAT endorsement.

Performance Objective No. 41 – The Contractor shall provide the COR with a list of drivers being used each day to handle hazmat. The list will include a statement from the contractor verifying that the individuals performing driving functions comply with paragraphs above.

The Government reserves the right to stop stevedore personnel at any time to verify their licenses against the approved list of personnel scheduled to perform ammunition/hazmat functions. Personnel found to be in non-compliance will be immediately removed from the facilities and the Contractor cited for non-compliance with the provisions of the contract.

4.3.2 Safety Regulations

Performance Objective No. 42 – The Contractor shall comply with applicable Installation and Terminal safety and fire regulations.

4.3.3 Safety Briefings

Performance Objective No. 43 – The Contractor shall conduct safety briefings for all workers at each shift change and must brief new workers as any new labor is added.

4.3.4 Safety – Operation of Equipment

***Performance Objective No. 44** – Equipment operated by the Contractor on any Terminal must be maintained and operated in accordance with applicable Federal / State laws and regulations, OSHA, Army and installation regulations.

4.3.5 Safety – Accident Reporting

***Performance Objective No. 45** – The Contractor shall immediately notify the Contracting Officers Representative of any accident or incident which results in death or injury to personnel during or arising from performance under this contract.

Performance Objective No. 46 – In all instances where an accident or incident occurs, the Contractor shall submit a full written report to the Contracting Officers Representative within 24 hours of any incident, in accordance with AR 385-40. The Contractor shall assist the Government during any investigation of an accident or serious incident.

Appendix A Applicable Documents

FEDERAL AND DOD REGULATIONS

Code of Federal Regulations, 29 CFR, Labor, Part 4, Labor Standards for Federal Service Contracts, 27 October 1983

Code of Federal Regulations, 29 CFR, Labor, Part 1910, Occupational Safety & Health, 1 July 2002

Code of Federal Regulations, 29 CFR, Labor, Part 1918, Safety and Health Regulation for Longshoring, 1 July 2002

Code of Federal Regulations, 46 CFR, Shipping.

Code of Federal Regulations, 49 CFR, Transportation, Parts 100-185, 1 October 2002

Federal Acquisition Regulation (FAR), Volume I, Parts 1 to 51, September 2001

Federal Acquisition Regulation (FAR), Volume II, Parts 52, 53, & Index, September 2001

Joint Travel Regulation (JTR), Volume 2, 1 May 2003

JFTR (Joint Federal Travel Regulation).

Defense Federal Acquisition Regulation Supplement (DFARS), 17 August 1998

DoD Regulation 4145.19-R-1, Storage and Materials Handling, 19 September 1979

DoD Regulation 4160.21-M, Defense Utilization and Disposal Manual.

DoD Regulation 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).

DoD Regulation 4500.34-R with changes 1-6, Personal Property Traffic Management Regulation, 1 October 1991

DoD Regulation 4500.9-R, Defense Transportation Regulation - Part II, Cargo Movement, May 2003

DoD Regulation 4500.9-R, Defense Transportation Regulation - Part IV, Personal Property, August 1999

DoD Regulation 4500.9-R, Defense Transportation Regulation - Part V, DoD Customs and Border Clearance Policies and Procedures, March 2003

DoD Regulation 5030.49-R, Customs Inspection.

DoD Regulation 5100.76M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives, 12 August 2000

DoD Regulation 5100.78-D, U.S. Port Security Program.

DoD Regulation 5200.1-R, Information Security Program Regulation.

DoD Regulation 6050.5-M, Hazardous Materials Information System.

DoD Instruction 6055.4, DoD Traffic Safety Program, 20 July 1999

ARMED SERVICES REGULATIONS

Army Federal Acquisition Regulation Supplement (AFARS), October 2001

AFR 75-25, Movement and Storage of Personal Property.

AR 40-5, Preventive Medicine.

AR 55-1, CONEX/MILVAN Equipment Control Utilization & Reporting

AR 55-38, Reporting of Transportation Discrepancies in Shipment.

AR 55-71, Transportation and Travel, Transportation of Personal Property and Related Services, 15 September 1984

AR 55-355, Transportation and Travel – Traffic Management Regulations, 16 February 1995

AR 55-359, Terminal Facilities Guide, United States Air Force.

AR 55-365, Terminal Facilities Guide, Commercial Contractors.

AR 190-11, Physical Security of Arms, Ammunition, and Explosives, 12 February 1998

AR 190-13, The Army Physical Security Program, 30 October 1993

AR 190-22, Military Police: Searches, Seizures, and Disposition of Property, 1 January 1983

AR 190-29, Misdemeanors and Uniform Violation Notices Referred to US Magistrate or District Courts, 1 March 1984

AR 190-40, Serious Incident Report.

AR 190-51, Security of Unclassified Army Property (Sensitive and Nonsensitive), 30 September 1993

AR 200-1, Environmental Protection and Enhancement.

AR 210-10, Administration.

AR 220-1, Unit Readiness.

AR 380-5, Department of the Army Information Security Program.

AR 380-20, Restricted Areas.

AR 385-10, The Army Safety Program, 29 February 2000

AR 385-11, Ionizing Radiation Protection.

AR 385-40, Accident Reporting and Records, 1 November 1994

AR 385-55, Prevention of Motor Vehicle Accidents, 12 March 1987

AR 385-64, Ammunition and Explosive Safety Standards.

AR 600-55, The Army Driver and Operator Standardization Program (Selection, Training, Testing, and Licensing), 31 December 1993

AR 672-74, Army Accident Prevention Award Program.

AR 700-141, Hazardous Material Information System.

AR 710-2, Inventory Management, Supply Policy Below the Wholesale Level, 31 October 1997

AR 725-50, Requisitioning: Receipt and Issue System, 15 November 1995

AR 735-5, Policies and Procedures for Property Accountability, 10 June 2002

MCO P4600.7C, Marine Corps Transportation Manual.

MTMC Regulation 37-10, Financial Management-Contract Pay, 1 May 1989

MTMCEA Regulation 55-1, Inventory Control of Cargo

MTMC Regulation 55-5, Instructions for Preparation of MT Form 225

MTMCEA Regulation 55-36 w/ Change 4, Lashing, Securing and Chocking of Wheeled Vehicles and Other Cargo Stowed in MSC Procured Vessels

MTMC Regulation 55-38, Loss and Damage Reporting and Analysis System

MTMCEA Regulation 55-41, Load List

MTMC Regulation 55-53, Ocean Cargo Manifest Performance Report.

MTMC Regulation 56-69, Terminal Operations, 5 Aug 1989 [Note: *under revision*]

MTMC Regulation 190-1, MTMC Security Program

MTMCEA Regulation 385-1, Personal Protective Clothing & Equipment

MTMCEA Regulation 385-4, Safety Hazardous Materials Movement Program

MTMCEA Regulation 420-3, Fire Prevention and Protection - Repairs and Utilities

MTMC Regulation 715-1, MTMC Procurement Instructions.

NAVSUP Pub 490, Transportation of Personal Property.

PUBLICATIONS

JP 3-11, “Joint Doctrine for NBS Defense”

FM 3-11.34, “Multi-Service Doctrine for the NBC Defense of Fixed Sites, Airports and Seaports”

AR 55-357, Terminal Facilities Guide, United States Army.

AR 55-358, Terminal Facilities Guide, US Navy, Marine Corps and Coast Guard.

DTRA prototype SPOD CB Defense CONOPS.

International Maritime Organization (IMO) Dangerous Goods Code (IMDGC) Regulations, Books 1 thru 5

NFPA 30, National Fire Protection Association - Flammable and Combustible Liquids Code.

NFPA 70, National Fire Protection Association - National Electric Code.

PPCIG (Personal Property Consignment Instruction Guide).

FC 55-50, Fast Sealift Ship User's Manual.

FM 19-30, Physical Security.

FM 55-21, Railway Operating and Safety Rules, July 1989

FM 55-65, Preparation of Unit for Movement Overseas by Surface Transportation.

MIL-HDBK-138A, Container Inspection Handbook for Commercial and Military Intermodal Containers, 21 June 1993

MIL-STD-1916, DoD Test Method Standard for DoD Preferred Methods For Acceptance of Product, 1 April 1996

MIL-STD-129H, Marking for Shipment and Storage of Military Property, 3 January 1978

MTMC NBC Defense Plan, dated 1 Dec 98.

MTMC TEA Pamphlet 55-19, Fifth Edition - Tiedown Handbook for Rail Movements, May 2000

MTMC TEA Pamphlet 55-20, Third Edition, Tiedown Handbook for Truck Movements, July 2001

MTMC TEA Pamphlet 55-21, Third Edition, Lifting And Tiedown of Helicopters, June 2000

MTMC TEA Pamphlet 55-24, Second Edition, Vehicle Preparation Handbook For Fixed Wing Air Movements, September 2002

MTMC TEA Reference 96-55-23, Containerization of Military Vehicles, September 1997

MTMC TEA Reference 97-55-22 -Second Edition - Marine Lifting And Lashing Handbook, October 1996

MTMCEA PAM 37-1, Financial Administration

TM 38-410, Storage and Handling of Hazardous Materials.

TM 55-1520-238-S, Preparation for Shipment for Army AH-64A Helicopter, 30 September 1990

TM-55-2220-058-14, Transportability Guidance Transport of Cargo on the Railcar, Flat, 140-Ton-Capacity, 9 January 1987

FORMS

DD Form 139, Pay Adjustment Authorization

DD Form 250, Material Inspection and Receiving Report

DD Form 577, Signature Card

DD Form 788, Private Vehicle Shipping Document for Automobile

DD Form 1085, Domestic Freight Routing Request and Order

DD Form 1131, Cash Collection Voucher

DD Form 1252, U.S. Customs Declaration for Personal Property Shipments

DD Form 1384-2, Transportation Control and Movement Document

DD Form 1864, Vehicle Key Tag

DD Form 2023, DoD Catalytic Converter Import Control Label

DD Form 2271, Decontamination Tag

DA Form 3161, Request for Issue and Turn-In

MT Form 290, Service Authorization

MT Form 303, Catalytic Converter/Catalyst Refit or Replacement Verification

MT Form 372-R, EPA Inspection Verification

SF 361, Transportation Discrepancy Report

DA Form 285, Accident Report (AR 385-40)

DA Form 5479-R, Contract Discrepancy Report

DD Form 1384-2, Transportation Control and Movement Document (TCMD)

MT Form 191-R, Dangerous Cargo Manifest

MT Form 192-R, Vessel Manifest

MT Form 225-R, Dangerous Cargo Load List (MTMCR 56-69)

MT Form 239-R, Frustrate Cargo - Hold for TCMD

MT Form 312-R, POV Shipment Report

MT Form 374-R, Car Carrier Quality Assurance Checklist

MT Form 375-R, Unit Equipment List

MT Form 768, Ship Checkers Rough Hatch Log

Appendix B

Glossary of Terms

Contingency: Deployment of Armed Forces and equipment during a Defense need (such as a National Emergency)

Contingency labor operations: Support the deployment of DoD Armed Forces, assuring agreements are in place to supply _____ supplemental labor capacity when the local labor pool is exhausted.

Contingency operations:

Contractor Furnished Equipment:

Critical: affecting mission success or failure

Defect: an error in executing a requirement, resulting in additional effort and/or cost(s).

Discrepancy:

Government Furnished Equipment: The equipment, facilities, and supplies to be furnished by the Government for contractor use during the performance of this contract

Normal operations:

Port Planning Order:

Qualified labor:

Reconcile:

Supplemental labor:

“A” Framing - Constructing and placing of lumber in an “A” configuration to support the forward end of two-wheeled trailers. Used in addition to normal blocking and bracing.

Acid/Label Box - Containers fabricated on a deck to specific measurements and generally consisting of a floor, sides, and cover. Other types of containers are constructed without a floor, and the sides are random, conforming to the cargo face, and may have a random cover accommodating lashing.

Aged Cargo Report - Cargo data printout showing the time-in-terminal of shipments on hand.

Agents - Includes subcontractors or other persons engaged by the Contractor to perform work or service under this contract.

Alert Message - An electrical communication prepared and transmitted by a terminal commander to aid in resolving an inventory discrepancy.

Amidship - In the center of a vessel. The section halfway between the stem and stern.

Amidship Guy - Single line or cable secured to the heads of two booms to pull them inboard.

Astern - To the rear of or behind the vessel.

Astray Freight - Shipments or portions of shipments found in carriers' possession or delivered to a Government installation for which billing (waybill, freight bill, etc.) is not available.

Athwartship - Across the vessel. From side to side; at right angles to the keel.

Backyard Labor - Labor-performing operations, other than those performed by Deep Sea labor, in accordance with applicable collective bargaining agreements.

Bail - Triangular plate of steel used to connect the bull chain, bull lines, and single topping lift.

Barge - Floating craft of full body and heavy construction, designed to carry cargo.

Batten Cleats (Hatch Cleats) - Right-angle brackets welded to the hatch coaming to securing battens.

Battens - Cross strips of iron or wood placed across the square of a closed hatch to hold tarps and hatch covers.

Battens, Hatch - Thin steel bars fitted tight against the hatch coaming to hold the hatch cover or tarpaulin in place.

Battens, Sweat (Cargo) - Long planks in the hold or "tween decks, secured to the side of the ship to protect cargo from sweat and rust.

Beam - Maximum width of a vessel.

Beam, Hatch - Steel or wooden beam which supports hatch covers.

Beam Sockets - Fittings in the coaming for hatch beams, into which flanges on the beam ends fit.

Belay - To wind or make turns with a running line around a belaying pin or cleat to hold secure, make fast, or stop.

Bight - Primarily the bend or loop in a rope.

Bilge - Rounded portion of a vessel's shell, which connects the bottom with the sides. The space in the lower part of a ship's hold where wastewater collects. Also the part of a barrel at its greatest diameter.

Bitts - Heavy device with bed, plate, and two iron posts on which mooring lines are fastened to secure the ship.

Block - Metal or wooden frame or shell containing one or more pulley or sheaves, generally set side by side and turning freely on the same pin.

Blocking - Placing timbers or blocks next to the sides and ends of vehicles, heavy lifts, and other cargo to prevent horizontal movement. Blocking must be braced to be effective.

Bollard - Short metal post on a wharf or pier, used for securing the lines of a vessel.

Booking - The reservation of ocean transportation space on a vessel.

Boom Table - Outrigger or shelf built around a mast or kingpost to support the pivots of a number of booms.

Bottom - Underwater part of the hull, extending from the keel to the curved portion of the vessel's sides.

Bottom Cargo - (Weight Cargo) - Cargo that is heavy in proportion to its size. Examples are tanks, machinery, and metal plates.

Bracing - Strengthening an item by supporting it in a horizontal direction.

Breakbulk Cargo - Packaged products that can be unitized into larger parcels and assembled together, for example, on pallet boards bound by wire, or gathered up in rope cargo slings as a means of lifting on and off a vessel.

Bridging - Build decking, including blocking and bracing when required, over void spaces, and generally over products (i.e., reinforcing bars, steel plates, steel rods, etc.).

Bridle - Span of line or chain, so fastened at the ends that another line or chain may be attached to its middle or bight.

Broken Stowage - Lost or unfilled space in a vessel's hold.

Bulkheads/Partitions - Use of vertical partitions to keep cargo from shifting or to keep it away from hot bulkheads. Generally used behind solid fencing and in conjunction therewith.

Bull Chain - Heavy chain on a single topping lift, used to hold the boom in a vertical working position.

Bull Line - Line used to top or lower a boom rigged with a single topping lift.

Bulwark - A short, solid continuation of the vessel's side plating above the edge of an exposed deck, providing protection from the sea and preventing the loss of material or personnel.

Bunker - Hull compartment used for the stowage of coal or fuel oil.

Burton - Tackle used for various purposes, as for hoisting rigging aloft. Also the outboard boom and fall.

Cantline - Recess caused by the curvature of cylinders stowed one against the other.

Capstan - Vertical revolving drum, spool-shaped, generally used for heaving or towing or mooring lines.

Cargo - Material moving within the Defense Transportation System.

Cargo Assembly Area - That area conforming to the standard of 250 feet from bow or stern of the ship, and 500 feet inland.

Cargo Boom - Span extending from a mast or kingpost to handle cargo.

Cargo Hook - Heavy steel hook secured to the end of the cargo runners and used to hoist drafts of cargo.

Cargo Runner - Rope or cable used to draw up or lower cargo draft.

Cargo Status "N" - A Shipment Unit (SU) identified as being a TID will be assigned a status code "N" to identify a shipment that could not be located during pier or warehouse inventory (denotes it is nonshippable) and will undergo intensive research to locate.

Cargo Status "W" - A Shipment Unit (SU) identified as an "N" status TID, upon termination of all research, will be placed in Cargo Status "W" to indicate a report of survey has been initiated.

Cargo Status "Y" - A shipment identified as being a Terminal Inventory Discrepancy (TID) is assigned status code "Y" to indicate that it could not be located during a warehouse inventory or at the time it was to be loaded and that extensive research will be undertaken to locate it.

Cargo Transporter - Includes all reusable shipping containers (except those used exclusively for household goods) such as: CONEX, Navy Shipping Containers, Seavans, MILVANs, aircraft engine cans, etc. In the Schedule of Rates, Section B of the S&RTS contract, cargo transporters

are only ISO ocean containers. Cargo transporter includes Flatracks when used to transport cargo.

Cathead - Outside spool on a winch, used in handling hauling lines and in topping and lowering booms.

Catwalk - Footwalk, constructed around and over obstructions, for the convenience of the crew.

Ceiling Planks - Planking fitted on top of the floor or double bottom in the cargo hold.

Centerline - Imaginary fore-and-aft line extending from the bow to the stern through the center of the vessel.

Checking or Clerking - The act of counting, tallying, or checking cargo against appropriate documents.

Chock - a. Deck fitting through which mooring lines are passed.
b. To block the cargo with dunnage.

Classified - Official information or matter in any form or of any nature which requires protection in the interest of national security

Classified Shipment - Official information or matter in any form, or any nature which requires protection in the interest of national security.

Cleat - Wood or metal fitting with two projecting horns to which a line is secured.

Coaming - Sidewall of the hatch that projects above the deck around the perimeter of the hatch.

Code 5 Household Goods - The movement of household goods in MTMC approved door-to-door shipping containers (wooden boxes), whereby a carrier provides linehaul service from origin residence to military ocean terminal or container freight station, the government provides ocean transportation to the designated port of discharge, and the carrier provides linehaul service to the destination residence, all without rehandling of the container contents.

Common-User Ocean Terminals - A military installation, part of a military installation, or a commercial facility operated under a contract or arrangement of the Military Traffic Management Command (MTMC), which regularly provides for two or more shipper services terminal functions of receipt, transit storage or staging, processing, loading, and unloading of passenger or cargo ships.

Consignee - The person or company that merchandise or cargo is forwarded to.

Consignor - The person or company that sends merchandise or cargo to another party.

Containers - Cargo containers including military vans (MILVANS) and commercial containers 20 feet in length and greater.

Container Bridge Crane - The rail mounted container crane used to transfer containers to and from railroad cars, trucks, and container chassis, as applicable.

Container Chassis - The trailer used to carry and transport containers.

Container Crane - The rail mounted pier crane used to load and discharge containers to and from railroad cars, trucks, and container chassis.

Container Handler - Forklift or other similar device used to handle and transfer containers.

Container holding pads - An intransit, hard-surfaced container holding area, adjacent to a wharf. In an ammo operation, the area is revetted.

Contracting Officer - The person executing a contract on behalf of the Government, and any other military or civilian employee who is properly designated Contracting Officer. The term includes the authorized representative of a Contracting Officer acting within the limits of his authority.

Controlled Cargo - Items, which require additional control and security as prescribed in various regulations and statutes. Controlled items include money, negotiable instruments, narcotics, registered mail, precious metal alloys, ethyl alcohol, and drug abuse items.

Coopering - The act of making or repairing shipping pallets, boxes, or other shipping containers and reloading with cargo.

Cradle - Rest to support a boom in a horizontal position.

Cribbing - Built up structure of dunnage filling an empty space and supporting and securing cargo.

Cube - The space occupied by the measurements of length multiplied by width multiplied by height.

Delivery Receipt - The document that shows proof of the physical and legal transfer of a shipment from consignor to carrier, between carriers, and from carrier to consignee.

Demurrage - A charge made on conveyances (normally railcars) held by or for a consignor or consignee beyond the allowable free time for loading or unloading, for forwarding directions, or for any other purpose.

Detention - A charge made on trucks or cargo transporters held by or for a consignor or consignee beyond the allowable free time for loading or unloading, for forwarding directions, or for any other purpose.

Direct Procurement Method (DPM) - The movement of household goods where the government provides all services and transportation to or from CONUS and overseas residences, including ocean transportation and terminal services, between the ports of embarkation and debarkation.

Documented and Verified (DoVe) Cargo - Cargo which has been receipted into the port, requires no maintenance prior to shipping, and after scanning has been verified to be in the host computer.

Documenting - Preparing or annotating documents that evidence or effect the receipt, shipment, or ownership of goods.

DoD Components - For the purpose of this regulation, DoD components include the Office of the Secretary of Defense, the Organization of the Joint Chiefs of Staff, the Unified and Specified Commands, the Military Departments, the Military Services, and the Defense Agencies.

Deckload - Cargo stowed on the weather deck of a vessel.

Deep Sea Labor - Labor performing pierside or container operations in accordance with applicable collective bargaining agreements.

Deep Tanks - Tanks located on a vessel's lower holds. They take up only a portion of a hold and may carry water ballast or dry cargo. See double-bottom tanks.

Detention Time - (Sometimes referred to as Standby Time or Waiting Time) is the time lost as a result of a stoppage, or inability to start due to causes beyond the control and without the fault or negligence of the Contractor's, including but not limited to, a breakdown of the ship's equipment or Government furnished gear, inclement weather, non-arrival of ship, non-readiness of the ship, non-arrival of cargo, or non-availability of equipment to be furnished by the Government.

Direct Labor - All of the categories of labor provided for in the man-hour rate schedule of the order.

Double-bottom Tanks - Watertight spaces between the bottom plating, the tank top, and the margin plates. The tanks may contain water ballast, fuel oil, boiler-feed water, or drinking water. See Deep tanks.

Draft - Single sling load of cargo.

Draft, Vessel - Depth of a vessel below the waterline, measured vertically to the lowest part of the hull, the bottom of the keel, propellers, or other reference points.

Drag - Difference between bow and stern draft when the stern is in the water deeper than the bow.

Dragline - Guide rope with blocks or blocks and tackle, with ship's gear, to pull cargo out of the wings or sides into the square of a hatch and from the square to the wings.

Drayage - The movement of cargo or a cargo transporter by highway or railroad between locations within the modified commercial zone of a city.

Drop-in-cargo - Cargo that was not preloded.

Drum - Cylinder on a winch around which a wire rope or line is wound. Also a container for fluid cargo, especially bulk petroleum.

Dunnage - Cordwood, planks, or other material used solely to protect goods stowed on a vessel.

Eye Splice - Loop spliced in the end of a rope.

Expected Receipt List - A listing containing data for cargo which has been preloded for receipt at the terminal.

Fairlead - Fitting or device used in preserving the direction of a line, chain, or wire so that it may be delivered fairly, or on a straight lead to the sheave, drum, etc.

Fall - By common usage, the entire length of rope used in a tackle, through strict usage would limit its application to the end to which power is applied.

Fast - Made firm. Secure.

Filler Cargo - Small packages or other suitable cargo used to fill in what would otherwise be broken stowage.

Flange - Turned edge of a shape or girder, which acts to resist bending strain.

Flatrack (Platform Container) - A container without waterproof sides or top. Includes platforms that have no sides or ends, and flatracks with rigid or collapsible ends.

Floor - Plates placed vertically in the double bottom of a vessel, usually on every frame and running athwartship.

Flooring off - Dunnaging cargo between tiers. Stowing bottom layers.

Fore (forward) - Direction toward the bow or front. From the amidship section to the bow.

Fore and Aft - Parallel with the vessel's keel. Fore-and aft stringer or girder.

Frame - Rib of a vessel.

Free time - The amount of time allowed by a carrier to load or unload cargo, or provide disposition instructions, before demurrage or detention charges accrue.

Fringe Benefits - Employee union and employer association assessments that accrue to the benefit of the individual employee in addition to his hourly rate of pay, for such things as vacation, retirement, medical care, etc.

Frustrated cargo - Cargo which is incorrectly marked or documented, requires maintenance, is being diverted, or for some other reason requires action before it can be shipped.

Gantline - Rope rove through a block at the masthead for temporary use in rigging and unrigging.

General Cargo - Cargo other than household goods, hazardous materials, and vehicles.

Gooseneck - Joint that connects the heel of a boom with a mast or mast table.

Gradeability - Ability of a vehicle to go up a slope while carrying the payload for which it is designed and with its transmission in the lowest forward gear, usually stated in terms relating vertical rise to horizontal distance.

Guy - Line or cable to steady or swing a boom or spar.

Guy Pendant - Single wire with eyes in both ends for attaching them to the tackle and to a fitting on the boom, deck, or side.

Gypsy - Outside spool or drum end of a winch or windlass, usually fitted with ridges for heaving in mooring lines.

Hatch - Opening in a deck which gives access to a cargo hold.

Hatch Battens - See Battens, Hatch.

Hatch Beams - See Beam, Hatch.

Hatch Boom - Boom spotted over a ship's hatch in cargo work.

Hatch Cover - Cover on top of an opening in the deck of a vessel, fitted into recesses in the coaming and resting on the beams.

Hatch Wedge - Small wedges of wood, driven between cleat and batten to secure tarpaulin.

Hauling Part - Part of a rope in a tackle, which is hauled upon.

Hazardous and/or Dangerous Material - Material consisting of explosives, flammable substances, toxic chemicals, sources of ionizing radiation of radiant energy, oxidizing material, or corrosive material which, because of its nature, is dangerous to store or handle. Dangerous material is any material specified by the Interstate Commerce Commission, Federal Aviation Agency, U. S. Coast Guard, U. S. Agriculture Department, U. S. Public Health Service, and federal or military documents which, under conditions incident to transportation, is liable to cause fires, create serious damage by chemical action, or create a serious transportation hazard. It includes explosives, flammables, corrosives, combustibles, oxidizing material, poisons, compressed gasses, toxics, unduly magnetic material, biologicals and radiologicals, pests and diseases, and substances associated therewith presenting real or potential hazards to life and property.

Headblock - One shackled to the head of the boom through which the cargo runner leads.

Heavy Lift Equipment - Material handling equipment, dock and floating cranes capable of lifting in excess of five long tons (11,200 pounds).

Heal Block - One located near the heel of the boom through which the cargo runner leads.

Hold - Space below decks used for stowing cargo. More specifically, a space between the lowest deck and the bottom of the ship or tank tops.

Hold Cargo - Cargo that, for any reason, (damage, awaiting disposition instructions, etc.) is in a non-shippable status.

Integrated Booking System (IBS) - Provides a single, worldwide, automated booking system to support peacetime and wartime movement of unit and sustainment cargo, in an efficient and timely manner. IBS also supports MTMC business practices by automating the booking process between DOD shippers and ocean carriers.

Integrated Computerized Deployment System (ICODES) - A computer based automated stow planning system that assists in loading unit equipment and other types of cargo on vessels.

Inboard - From the sides to the centerline of a vessel.

Inland Cargo Conveyance - As used herein means truck, barge, railcar or watercraft, except ocean-going ships.

ISO Shelter - Cargo transporter that has been modified or converted to be utilized as a communications shelter, tool or maintenance kit, unit support van, or mobile command post, etc.

Julian Date - A four digit number indicating the year and date, e.g., 9128 would indicate May 8, 1999.

Job Bag - An individually numbered envelope or folder containing ERLs, TCMDs, source documents, etc., that are batched together for use when receiving shipments from a single conveyance.

Jumbo Boom - Heavy-lift boom capable of handling up to 240 tons.

Kingpost - Vertical spars, usually steel, stepped in pairs, one on each side of the centerline of the ship, supporting cargo booms.

Lashing - Fastening made by passing a rope, cord, or the like around an object or objects to prevent movement in a direction horizontal to the decks.

Lighter - Barge or flat-bottom vessel used to carry cargo from one point to another in a harbor, usually decked over, either roofed or unroofed, and usually not self-propelled.

Lightering - Act of transporting cargoes from ship to shore via lighter.

Line - Term given to fiber or wire rope.

Linkband - Band fitted around the head of a cargo boom into which is shackled the toppinglift, head block and boom guys.

List - Inclination of a vessel to one side from the vertical

Loading - Placing cargo into or onto trucks or trailers.

Loading Plan - Stowage diagram of cargo in a vessel.

Long Ton - Sometimes referred to as “weight ton”, “long ton”, or “LT”, means a weight of 2,240 pounds.

Longshoreman - Usually applied to men employed in the handling of cargo in vessels when loading or unloading.

Loss - The act of losing or failing to maintain possession of an item.

Machine Floor - A lumber floor constructed to allow cargo to be stowed by the use of MHE.

Magazine - A storeroom in a ship used for storing explosives and ammunition.

Marking - Numbers, nomenclature, or symbols placed on items or containers for identification during handling, transport, or storage.

Materiel-Handling Equipment - Mechanical devices for handling of cargo and other items with greater ease and economy, e.g., a forklift.

Measurement Ton - A volume of 40 cubic feet, frequently abbreviated as “MT”.

Military Traffic Management Command (MTMC) - The single manager operating agency for military traffic, land transportation, and common user ocean terminals.

Minimum Time - The time, in addition to the period actually worked, for which the Contractor is required to pay his employees to comply with the minimum time requirements of collective bargaining agreements under which the Contractor is obliged to compensate his employees.

Minor Repairs and Markings - Nailing, patching, caulking, banding, replacing, or tightening bolts, taping, re-labeling, obliterating existing markings, stenciling, or otherwise marking shipping containers.

Misshipment - The routing or shipment of freight or cargo by the Contractor to a destination other than that designated on the accompanying documents or markings on the cargo which will necessitate and result in a transshipment of the cargo to be effected by the Command to its proper destination.

Mousing - Yard or small rope seized across the mouth of a hook to prevent slings from slipping off and to aid in preventing stretching of the hook.

Multiple Topping Lift - One made of a tackle system with one block shackled to the head boom, one to the mast, and one to the hauling part.

Nested/de-nested cargo - Cargo that fits or stacks on itself, conserving space, such as pails stacked inside other pails; or cargo loaded inside vehicles, such as cargo loaded by a shipper or MTMC in the bed of a trailer.

Ocean Cargo Clearance Authority (OCCA) - An element of MTMC which accomplishes cargo booking, contract administration, surface passenger booking, and export/import surface traffic management functions for cargo moving in the DTS.

Onboard - On or in a vessel.

Out-of-pocket Costs The method by which the Government compensates the contractor for the furnishing of equipment, materials, supplies or services that the Government throughout this statement of work has indicated intent to furnish. In addition to reimbursement for actual cost, the contractor shall be reimbursed for any transportation expense associated with the furnishing of materials, equipment, supplies or services compensated under the out of pocket provision.

Outboard - Away from the centerline, or at either side of a vessel.

Outboard Boom - Boom spotted over the pier lighter.

Outboard Guy - Cable or wire that pulls a boom outboard.

Overage - An inventory discrepancy in which a shipment or more pieces of cargo for a shipment, are on hand than the Terminal Inventory indicates, or a shipment or more pieces of cargo are received than accounted for in the shipping papers.

Padeye - Fitting attached to a deck or flooring, having an integral base plate and an eye to which lashings and guys may be secured.

Peavy - Tool for handling wooden material, especially adapted for rolling or turning poles.

Performance Requirements Summary (PRS) - The listing of critical performance indicators, standards, and acceptable quality levels used in evaluating the contractor's performance.

Pier - Wharf running at an angle with the shoreline that provides berthing spaces on both sides for ships.

Pilferable Cargo - Items which are vulnerable to theft because of their ready resale potential. Pilferable items include cigarettes, alcoholic beverages, cameras, electronic equipment, etc.

Plumb - Weight of lead attached to a string, used to indicate a vertical direction.

Port Side - Left side of a vessel looking forward toward the bow or stem.

Portable Bar Code Reader (PBCR) - A piece of portable equipment used to automatically read LOGMARS labels.

Prelodge - A feature of the Defense Transportation System (DTS) whereby a transshipping activity is provided advance cargo documentation from within the system and carriers are required to give notification of cargo arrival for scheduling purposes.

Preventer - Auxiliary rope, spar, chain wire, or bolt to relieve an unusual strain and give additional security.

Protected Cargo - Those items designated as having characteristics which require that they be identified, accounted for, secured, segregated, or handled in a special manner to ensure their safeguard or integrity. Protected cargo is subdivided into controlled pilferable and sensitive cargo.

Quality Control Inspection Program Plan - A formal document prepared by the contractor that contains specific performance standards, methods, and frequency of inspections, assignment of responsibility, and manner of record preservation to support the Quality Control Inspection Program.

Quality Control Program - A formal internal control program prepared by the contractor to ensure consistent satisfactory performance of the terms and conditions of the contract.

Rack - To move a draft athwartship.

Rail - Longitudinal member around the edges of the deck as a protection, sometimes an actual rail, sometimes the top edge of the bulwark.

Reefer - Ship in which all cargo compartments are refrigerated.

Reeve - To pass or thread a rope through a block or hole.

Release Unit of Cargo - Release unit of cargo for surface shipment is usually 10,000 pounds; however, this is subject to exception based upon traffic management considerations, nature and sensitivity of cargo, and modes and methods of the shipments.

Required Delivery Date (RDD) - A calendar date that specifies when materiel is actually required to be delivered to the requisitioner.

Resistor - Device in an electric circuit offering electrical resistance for protection or control.

Retrograde - Cargo destined from overseas areas to the U. S.

Revenue Ton - The basis upon which compensation is computed for cargo handling. Commodities payable on a tonnage basis are paid on the basis of a measurement ton of 40 cubic feet.

Rig - To fit shrouds, stays, etc., of a vessel to their respective masts or other fittings.

Roller Chocks - Chocks with a short vertical roller fixed to reduce friction on a line.

Running Block - Single-sheave block supported in a bight and provided at the bottom with a load hood.

Running Rigging - Rope or wire that is hauled upon to adjust yards and booms.

Safe Working Load - Maximum weight or load which a part of the ship's gear will support with safety.

Samson Post - Same as kingpost.

Secondary Load - Cargo loaded on prime mover by the original shipper. Any weight and dimension changes are allocated to the prime mover in the shipper's documentation.

Segregation (sorting) of Cargo - The breaking out of discharge cargo and separating or assembling it into piles, bays, bins, or areas, by consignee as shown on the manifests or other documents, or for loading by transportation conveyance.

Seizing - Light strands tied about loose ends of cable or rope to prevent raveling. Three seizings are usually required on an end.

Separation Cloth - Sheet of gunny cloth used to prevent the mixture of cargo.

Service Codes - MILSTAMP codes that indicate the ocean carrier's responsibility for movement of the container. These codes are used in pairs to indicate the carrier's responsibility at origin and destination. For example, the service code ML indicates the carrier is responsible for linehaul transportation from origin to the port of embarkation and for local drayage within the modified commercial zone of the port of discharge.

Code "K" - The ocean carrier's responsibility begins or ends at the ocean carrier's terminal.

Code "L" - The ocean carrier's responsibility begins or ends within the modified commercial zone of the port of embarkation or the port of discharge.

Code "M" - The ocean carrier's responsibility begins or ends at an inland origin or inland destination.

Shackle - U-shaped iron link with a removable pin used to make lines or block fast.

Shaft Tunnel - Watertight passage housing the propeller shafting from the engine room to the bulkhead at which the stern tubes start. It provides access to the shafting and its bearings and also prevents their being damaged by cargo put in the spaces through which it passes.

Sheave - Wheel inside a block.

Shifting Boards - Temporary partitions placed in holds to prevent the shifting of bulk cargo.

Shipment Unit - One or more items assembled into one unit which becomes the basic entity for control throughout the transportation cycle as defined in MILSTAMP.

Shipside - Area at or along the side of a ship.

Shoring - Act of supporting anything by bracing it from below.

Shortage - An inventory discrepancy when a shipment is not on hand, or fewer pieces of cargo for a shipment are on hand, than the terminal inventory indicates. A transportation discrepancy occurs when an entire shipment or fewer pieces of a shipment are received than shown on the shipping documents.

Shroud - Guy rope or cable, used to support a mast, running athwartship from the top of the mast to both sides of the vessel.

Single Shipment - A shipment under one shipping document (TCMD).

Single Topping Lift - One made of only one line shackled to the head of the boom, rove through a block at the mast, and led below to the bail.

Slack - To ease up on or pay out a line.

Sleeper - Heavy piece of timber laid on the deck to support something, such as the wheels of a locomotive.

Sling - Arrangement of line or chain around a draft of cargo to make it safe for hoisting.

Snatch Block - Single block with a gate on one side of the frame which may be opened to allow the bight of a line to be placed on a sheave without reeving the end through the block.

Spanner Stay or Truss - Wire stay or structural steel span which runs athwartship between the heads of a pair of kingposts.

Special Handling Code - The two-digit alphanumeric code following the Water Commodity Code. This code identifies the type of cargo and special handling. It is used to identify commodities for ocean manifesting, cost accounting, contractor payment and special handling. The various codes are defined in MILSTAMP, Volume I.

Splice - To weave loose ends of fiber or wire rope together.

Split Shipment - A shipment, which has been separated into two or more increments after receipt with each increment, identified and documented separately.

Spool - One, whose surface is concave, used as a winch head.

Spot - To swing the booms to any desired position by means of the boom guys.

Square of the Hatch - Space directly under the hatch and the same size as it.

Stability - Power of a vessel to right itself when it is rolled to one side.

Stanchion - Upright pillar of wood or steel supporting the decks, awnings, etc.

Standing Rigging - Rigging which is not hauled upon.

Starboard Side - Right hand side of a vessel looking forward.

Stay - Line or wire running fore and aft and used to support the mast, spar, or funnel.

Step - Attach or fasten a mast or vertical spar to a ship's deck. To fasten booms to the mast table or to kingpost.

Stern - After or rear end of a vessel.

Stevedore - A person who contracts to load or unload a vessel.

Stiffener - Angle bar or stringer fastened to a surface to strengthen it.

Stopper - Piece of rope or chain used to secure a line under load.

Stowage - Compact placing of cargo aboard a vessel.

Stowage Factor - Figure denoting the number of cubic feet required to stow a long ton of any particular commodity.

Stowage Plan/Stow Plan - A completed stowage diagram showing what material has been loaded and its stowage location in each hold, between-deck compartment, or other space in a ship, including deck space. Each POD is indicated by colors or other appropriate means. Deck and between-deck cargo normally is shown in perspective, while cargo stowed in the lower hold is shown in profile, except that vehicles usually are shown in perspective regardless of stowage.

Stuffing - The placement of cargo into or onto cargo transporters, such as sea vans, MILVANS, flatbeds, and flatracks, including all necessary blocking, bracing, lashing, or dunnage.

Surge - To slack off on line. To allow a line to slip slowly around a fitting.

Tackle - Assembly of ropes and blocks. A tackle system may be simple or compound; a simple system has one rope and one or more blocks; a compound tackle system has more than one rope and two or more blocks.

Tag Line - Length of small line used as a guide or to steady drafts of cargo.

Tank Top - Plating laid on the floors of a vessel.

Tarpaulin, Hatch - Painted or treated canvas covering for a hatch.

Terminal Inventory Discrepancy (TID) - A shipment unit (SU) which the terminal has listed on the on-hand inventory and which cannot physically be located and for which no lift record or other disposition is available.

Terminal Operator - The MTMC activity responsible for terminal operations to include both active and reserve components.

Terminal Support Module (TSM) - Microcomputer based terminal management and cargo documentation system that implements LOGMARS technology for automated data capture.

Thimble - Fitting for a closed eye splice.

Tie Rod - Rod serving as a tie between two pieces, acting in tension to keep them from separating.

Time in Terminal - The time measured in days from the date of receipt of the cargo until the date the cargo is shipped, transported, or otherwise disposed of.

Tipping Angle - Angle at which an item of cargo longer than the hatch opening must be tipped if it is to be lowered into a hold.

Tombing - Act of bracing anything from above to hold it down.

Top - To raise a boom from its cradle to a working position.

Top Mast - Mast above the lower mast.

Topping Lift - Wire rope extending from the head of the boom to a mast for the purpose of supporting the weight and permitting the boom to be raised or lowered.

Transferring - The act of moving cargo within the modified commercial zone.

Transportation Control and Movement Document (TCMD) - DD Form 1384, is the official cargo movement document prescribed by the Military Standard Transportation and Movement Procedures (DOD Regulation 4500.32R). The TCMD is used for the documentation and control of all cargo moving into and through the terminals.

Transportation Control Number - The number used to identify and control the shipment unit within the Defense Transportation System.

Tween deck - Any deck below the upper deck and above the lowest deck. Abbreviation of between deck.

Two-block - To draw two blocks together so that no more hoisting is possible.

Undocumented cargo - Any piece of equipment arriving at the terminal that is not listed on the final AUCL/UCL or is not in the data base.

Unitized Cargo - Cargo that is received, palletized or in a configuration comparable to a palletized load, does not require palletizing or reworking by the Contractor prior to stevedoring

to the ship or loading on inland transportation, and is susceptible to machine handling in the ship.

Unloading - The act of removing cargo from trucks or trailers.

Unstuffing - The act of removing cargo from cargo transporters.

Vehicle - A self-propelled, boosted, or towed conveyance for transporting a burden on land such as: automobiles, trailers, trucks, motorcycles, scooters, and internal-combustion engines or battery-powered equipment (this includes all documentation and certification when required).

Ventilator - Device for furnishing fresh air to compartments below deck or for exhausting foul air.

Vessel Stowage Factor (VSF) - Amount of space available for each long ton/measurement ton of cargo a vessel can carry, exclusive of deck cargo.

Warp - Fiber or wire rope by which a vessel is moved about when in harbor.

Water Commodity Code - The three-digit numeric code used to identify commodities for ocean manifesting, cost accounting, contractor payment, special handling. The various codes and their noun descriptions are defined in MILSTAMP, Volume I.

Weight Cargo - See Bottom cargo.

Weight Ton - The term “weight ton” or “WT” means 2,240 pounds.

Wharf - Structure for loading or discharging vessels, particularly a platform of timber, stone, or concrete against which vessels may be secured to load or discharge.

Winch - Machine used for loading and discharging cargo or for hauling on lines.

Winch Head - Drum, usually of small diameter and concave, on a winch, designed for taking and holding the turns of a rope. See Cathead.

Worldwide Port System - A computerized system used to enter, document, and trace all import and export DOD-sponsored cargo processed through MTMC controlled and/or contracted ports.

Appendix C

List of Acronyms & Abbreviations

ACO - Administrative Contracting Officer

CBA: collective bargaining agreement

CBL - Commercial Bill of Lading

C/C: command & control

CFR - Code of Federal Regulations

CFS - Container Freight Station

CLOP: cargo left on pier

CO - Contracting Officer

COA - Cargo Operations Area

CONUS - Continental United States

COR - Contracting Officer's Representative

COTR - Contracting Officer's Technical Representative

DDN - Defense Data Network

D/F - Damage Free

DISCORS - Discrepancy in Shipment Cargo Outturn Reporting

DOD - Department of Defense

DODAAC - Department of Defense Activity Address Code

DPM - Direct Procurement Method

DPSC - Defense Personnel Support Center

DSB - Deployment Support Brigade

DSC - Deployment Support Command

DSN - Defense Switched Network

DTS - Defense Transportation System

ERL - Expected Receipt Listing

ETA - Estimated Time of Arrival

FIFO - First-In, First-Out

FORSCOM - United States Army Forces Command

FTX - Field Training Exercise

GBL - Government Bill of Lading

hazmat: hazardous materials

HHG - Household Goods

IAW - In Accordance With

IBS - Integrated Booking System

ICODES - Integrated Computerized Deployment System

IMDGC - International Maritime Dangerous Goods Code

IMO - International Maritime Organization

ISO - International Organization of Standardization

ITV: in transit visibility

JDS - Joint Deployment System

LL - Load List

LOGMARS - Logistics Application of Automated Marking and Reading of Symbols

LO/LO - Lift-On/Lift-Off

LRU - Less Release Unit

MHE - Materials Handling Equipment

MILSTAMP - Military Standard Transportation & Movement Procedures

MSC - Military Sealift Command

MT - Measurement ton - 40 cubic feet

MTON - See MT

NICP - National Inventory Control Point

NLT - Not Later Than

NSP - Not Separately Priced

OCCA - Ocean Cargo Clearance Authority

OCBO - Ocean Cargo Booking Office

OS&D: overages, shortages, and damage

OSHA - Occupational Safety and Health Act/Administration

PBCR - Portable Bar Code Reader

PCO - Procuring Contracting Officer

PCS - Permanent Change of Station

POD - Port of Debarkation

POE - Port of Embarkation

POV - Privately Owned Vehicle

PPSO - Personal Property Shipping Office

PSA - Port Support Activity

PWS - Performance Work Statement

RDD - Required Delivery Date

RO/RO - Roll-On/Roll-Off

RT - Revenue Ton

S&RTS - Stevedoring & Related Terminal Services

SU - Shipment Unit

TAC - Transportation Account Code

TCMD - Transportation Control and Movement Document

TCN - Transportation Control Number

TDR - Transportation Discrepancy Report

TID - Terminal Inventory Discrepancy

TMD - Traffic Management Division

TTBDE - Terminal Transportation Brigade

TTBN - Terminal Transportation Battalion

VPC - Vehicle Processing Center

WPS - Worldwide Port System

WT - Weight Ton

Material Removed from PWS, for Relocation

3.4.5 Billing [remove to separate addendum]

Billing is concerned with invoicing for services/supplies rendered or provided.

The Government will:

- a. Provide the contractor with WPS commodity totals within 7 days of manifesting of the vessel (re: Export).
- b. Provide the contractor with WPS commodity totals within 7 days of completion of the discharge of the vessel/disposition of the cargo (re: Import).

The government and the contractor will:

- a. Reconcile to the commodity totals prior to invoicing.
- b. Reconcile to the labor-hour / equipment totals prior to invoicing.

The Contractor shall:

- a. Invoice for commodities within __ days of completion of the commodity reconciliation.
- b. Invoice for labor-hour / equipment activity within __ days of completion of the labor-hour / equipment reconciliation.
- c. Invoice for Out-of-Pocket/Miscellaneous activity upon completion of the activity and obtaining the paid receipt.

4.0 CONTRACT ADMINISTRATION [move to addendum]

4.1 Administrative Contracting Officer

The Administrative Contracting Officer (ACO) performing Contract administration for this Contract is located with the Military Traffic Management Command, at (703) 428-2110, fax number (703) 428-3362.

4.4 Application of Rates

4.4.1 Expression of Rates

All rates appearing in _____ System are stated in U.S. dollars and cents per the applicable unit of measure.

4.4.2 [Breakdown of Categories – 1]

[Description].

4.4.3 [Breakdown of Categories – 2]

[Description].

4.5 Exceptions to General Application Of Rates

4.5.1 [Exception 1]

[Description].

4.5.2 [Exception 2]

[Description].

4.6 Refunds, Rebates and Credits

The Contractor agrees that any refunds, rebates, credits or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract shall be paid by the Contractor to the Government to the extent that they are properly allocable to costs, expenses or reimbursements for which the Contractor has been reimbursed by the Government under the terms of this Contract.

4.7 Agreed Cost Responsibility

4.7.1 General

As a means of facilitating the administration of this Contract, the parties have agreed that certain items of cost anticipated as likely to arise in the performance of their respective duties under this Contract shall be listed. Determinations of responsibility for items of cost agreed by the parties under this Section are intended to be consistent with the substantive clauses of this Contract; provided however, in the event of conflict, the substantive clauses of the Contract shall prevail.

4.7.2 Responsibility of the Contractor

The Contractor is responsible for the costs associated with the following services:

4.7.2.1 Item 1

4.7.2.2 Item 2

4.7.2.3 Container Terminal Costs

All CONUS container terminal costs including: receipt of containers; stevedoring; port handling; marshaling of containers; and cleaning containers before stuffing and after unstuffing.

4.7.2.4 Taxes, Dues, Fees and Other Charges

Taxes, dues, fees and other charges (including storage charges levied by governments, ports authorities, or wharfingers) on breakbulk cargo, on the containers, and on their contents, if any, except those charges which are payable by the Government.

4.7.3 Responsibility of the Government

The Government is responsible for the cost of the following services:

4.7.3.1 Re-spot of containers

Re-spot of containers within a Government facility, supply point or vendor's plant.

4.7.3.2 Additional personnel

Additional personnel ordered by the Government including: transportation and travel time of stevedore personnel when ordered by the Government for its account; overtime for customs, agriculture or public health officers provided for the convenience of the cargo, when requested by the Government.

C.3. GOVERNMENT-FURNISHED FACILITIES, SUPPLIES, AND EQUIPMENT

C.3.1. General:

C.3.1.1. The equipment, facilities, and supplies to be furnished by the Government for contractor use during the performance of this contract are specified in C.3.2 through C.3.4.3.1.3 below.

C.3.1.2. The contractor will comply with all requirements of FAR 52.245-2 and FAR 52.245.8 listed in Section I of this contract for all Government property furnished under this contract.

C.3.2. Facilities: FAR (52.245-8):

C.3.2.1. The Government will furnish:

C.3.2.1.1. Fixed facilities, to include maintenance facilities at ___ with sufficient adjoining areas to accomplish the work specified herein. Real estate is listed in attachment ___.

C.3.2.1.2. Space for offices, gear room, and first aid room necessary for performance of the contract.

C.3.2.2. Prior to making any changes which require altering the existing structures, contractor will submit plans for approval to the Contracting Officer. All costs will be at the contractor's expense. Upon completion of this contract, contractor will be responsible for returning the premises and facilities to substantially the same condition as at the time of contract award if directed by the Contracting Officer.

C.3.2.3. Cargo Doors:

C.3.2.3.1. By the effective date of the contract, a representative of the Government and the contractor will inspect all cargo doors. All doors will be jointly inspected to ensure that they are fully operational and complete. Contractor will provide all necessary labor, equipment, materials, supplies, and supervisors for the maintenance, repair, and inspection of all cargo doors in buildings under his control.

C.3.2.3.2. The term cargo door will include all panels, track, millwork, hangers, rollers, hardware, etc., necessary for the operation of the doors. Upon contract completion or termination of the contract by the Government, all cargo doors will be in the same or better condition then they were in, less fair wear and tear, at the time the contractor assumed responsibility for them.

C.3.3. Supplies/Services FAR (52.245-2). The Government will furnish:

C.3.3.1. Lumber, Dunnage, Lashing, and Securing Materials. All lashing gear, blocking and bracing material, or lumber removed from ships belongs to the Government and will be segregated by major type and removed to assigned areas.

C.3.3.2. Blank Government forms described herein.

C.3.3.3. Utility services, including "Class C" telephones and a Defense Switched Network line. This excludes commercial telephone service and electricity used to recharge contractor's equipment.

C.3.3.4. Containers in which to accumulate debris and refuse generated by the contractor's operations to include pickup and disposal of the material.

C.3.3.5. Pallets 40 X 48 inches for SEAVAN stuffing operations. In the event that the Government does not provide pallets, the Government will require the contractor to furnish such pallets. Contractor will be compensated at out-of-pocket cost. Contractor will account for and advise disposition of Government-furnished pallets.

C.3.3.6. Seals for cargo transporters and railcars, locking wire, and wire twisting tools for railcars.

C.3.3.7. Salt, calcium chloride, etc., to control snow and ice around contractor-controlled facilities.

C.3.3.8. Class 3 barrier material.

C.3.3.9. Managerial information, as follows:

C.3.3.9.1. Advance information and documentation, as is available concerning cargo released for shipment to the terminal and inbound ships due with retrograde cargo.

C.3.3.9.2. Manifests, bills of lading, or other documents on which contractor's invoice for payment is based.

C.3.3.9.3. Names, berths, and dates ships are to be worked.

C.3.3.9.4. A listing of cargo to be loaded on each ship and prestow plans.

C.3.3.9.5. Disposition and marking instructions for retrograde cargo and arrangement of inland transportation.

C.3.3.9.6. Specifications for the processing of military vehicles.

C.3.3.9.7. Cargo Status Reports, to include:

C.3.3.9.7.1. Aged Cargo Reports.

C.3.3.9.7.2. Weekly Open Transfer Reports.

C.3.3.9.7.3. Container Inventory Reports.

C.3.3.9.7.4. Daily On-Hand Reports - Import/Export.

C.3.3.10. Checker stamps and other miscellaneous supplies, such as plastic envelopes.

C.3.4. Equipment: (FAR 52.245-2):

C.3.4.1. The Government will furnish equipment, as listed at Attachment_____.

C.3.4.2. Contractor personnel must possess a valid SF 46 when operating Government-owned vehicles and equipment (i.e., sedans, trucks, etc. from the Motor Pool, or MHE dispatched from Equipment Division) assigned to ____.

C.3.4.3. Care of Government-Furnished Gear, Materials, and Equipment:

C.3.4.3.1. The Contractor, at his own expense, will either repair all gear or equipment damaged in the course of his operations or reimburse the Government. When repair parts are not readily available to the contractor, the Government may supply such parts as it has in stock and the contractor will be billed at cost. Contractor, at his expense, will perform normal servicing for operator maintenance, as outlined below:

C.3.4.3.1.1. Before operations: Check fuel, oil, water, batteries, tires, windshield wipers, leaks, and panel instruments.

C.3.4.3.1.2. During operations: Check panel instruments, brakes, clutch, steering, engine operation, batteries, tires, and unusual noises.

C.3.4.3.1.3. After operations: Check fuel, oil, water, batteries, and tires. If required, drain air tank and clean equipment.

C.4. CONTRACTOR-FURNISHED SUPPLIES/SERVICES AND EQUIPMENT

C.4.1. Supplies/Services.

C.4.1.1. Contractor will furnish:

C.4.1.1.1. Office equipment, such as furniture, telephones, and commercial telephone services, and other material as will be required to maintain his operation.

C.4.1.1.2. Dock pallets for Breakbulk Operations.

C.4.1.1.3. Chocking and blocking materials for SEAVAN stuffing of general cargo and vehicles. Serviceable material from unstuffing seavans (vehicles) will be reused.

C.4.1.1.4. Wire cables, turnbuckles, shackles, clips, lumber, dunnage, chocking, and blocking materials which may be required in the performance of the services hereunder. All supplies purchased by the contractor with prior approval of the Contracting Officer will become property of the Government and will be accounted for IAW FAR 52.245-2. The Government shall reimburse the contractor for such materials/supplies as an out of pocket cost. These materials will be used in performance of work under this contract and are obtained for and on behalf of the Government who shall be the owner thereof at the time of acquisition. Serviceable material/supplies recovered from down loading ships will be reused.

C.4.1.2. When the contractor furnishes any materials, from his own stock, he will submit a signed certification listing such materials with itemized costs. The Contracting Officer's certification, indicating prior approval of the quantity and prices, will be presented with the invoice for reimbursement, otherwise reimbursement will not be made.

C.4.1.3. Dunnage and lashing materials, furnished by contractor in accordance with C.4.1.1.4, will be of grade, quality, size, and dimensions suitable for the intended use. These materials will be delivered by contractor to shipside or other designated locations, as required for operations.

SECTION B

CLIN STRUCTURE

<u>CLIN#</u>	<u>Supplies/Services</u>	<u>Est Qty</u>	<u>Unit Measure</u>	<u>Unit Price</u>	<u>Total Price</u>
0001	General Cargo	200	LOT	\$8.62	\$1,724.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-22	Small Disadvantaged Business Status	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.232-1	Payments	APR 1984
52.232-7 Alt I	Payments Under Time-And-Materials And Labor Hour Contracts (Feb 2002) - Alternate I	MAR 2000
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-10	Identification of Uncompensated Overtime	OCT 1997

52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-6 Alt I	Inspection--Time And Material And Labor Hour (May 2001) - Alternate I	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-10	Net Weight - General Freight	APR 1984
52.247-11	Net Weight - Household Goods or Office Furniture	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-13	Accessorial Services - Moving Contracts	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-16	Contractor Responsibility for Returning Undelivered Freight	APR 1984
52.247-17	Charges	APR 1984
52.247-18	Multiple Shipments	APR 1984
52.247-19	Stopping in Transit for Partial Unloading	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984
52.247-67	Submission Of Commercial Transportation Bills To The General Services Administration For Audit	JUN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of _____ and shall not be binding until so approved.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

(Contracting Officer insert specific details)

Within Days

After Date

Item No. Quantity of Contract

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Within Days

After Date

Item No. Quantity of Contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered

nonresponsive and rejected.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are . (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all

reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage

of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

XX (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

XX (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I to 52.219-5.

____ (iii) Alternate II to 52.219-5.

XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

XX (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

XX (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

XX (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I of 52.219-23.

XX (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

____ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

XX (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

____ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____ (ii) Alternate I of 52.225-3.

____ (iii) Alternate II of 52.225-3.

XX (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

XX (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

XX (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

XX (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

XX (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

XXX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

XXX_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.213-3 NOTICE TO SUPPLIER (APR 1984)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

(End of clause)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Fixed Price Indefinite Quantity** contract resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (3) years and (6) six months

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph

(d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of clause)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. _____. This may be confirmed by contacting _____."

(End of clause)

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of clause)

52.247-8 ESTIMATED WEIGHTS OR QUANTITIES NOT GUARANTEED (APR 1984)

The estimated weights or quantities are not a guarantee of actual weights or quantities, as the Government does not guarantee any particular volume of traffic described in this contract. However, to the extent services are required as described in this contract and in accordance with the terms of this contract, orders for these services will be placed with the Contractor.

(End of clause)

52.247-12 SUPERVISION, LABOR, OR MATERIALS (APR 1984)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

(End of clause)

52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)

The Contractor shall diligently count and examine all goods tendered for shipment, receipt for them, and make appropriate written exception for any goods not in apparent good order.

(End of clause)

52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(1) 50	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3)	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<http://www.arnet.gov/far>

<http://www.deskbook.osd.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

____ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

____ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5),

the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.247-7000 HARDSHIP CONDITIONS. (AUG 2000)

(a) If the Contractor finds unusual ship, dock, or cargo conditions associated with loading or unloading a particular cargo, that will work a hardship on the Contractor if loaded or unloaded at the basic commodity rates, the Contractor shall--

(1) Notify the Contracting Officer before performing the work, if feasible, but no later than the vessel sailing time; and

(2) Submit any associated request for price adjustment to the Contracting Officer within 10 working days of the vessel sailing time.

(b) Unusual conditions include, but are not limited to, inaccessibility of place of stowage to the ship's cargo gear, side port operations, and small quantities of cargo in any one hatch.

(c) The Contracting Officer will investigate the conditions promptly after receiving the notice. If the Contracting Officer finds that the conditions are unusual and do materially affect the cost of loading or unloading, the Contracting Officer will authorize payment at the applicable man-hour rates set forth in the schedule of rates of this contract.

(End of Clause)

252.247-7002 REVISION OF PRICES (DEC 1991)

(a) "Definition. Wage adjustment", as used in this clause, means a change in the wages, salaries, or other terms or conditions of employment which --

(1) Substantially affects the cost of performing this contract;

(2) Is generally applicable to the port where work under this contract is performed; and

(3) Applies to operations by the Contractor on non-Government work as well as to work under this contract.

(b) "General." The prices fixed in this contract are based on wages and working conditions established by collective

bargaining agreements, and on other conditions in effect on the date of this contract. The Contracting Officer and the Contractor may agree to increase or decrease such prices in accordance with this clause.

(c) "Demand for negotiation." (1) At any time, subject to the limitations specified in this clause, either the Contracting Officer or the Contractor may deliver to the other a written demand that the parties negotiate to revise the prices under this contract.

(2) No such demand shall be made before 90 days after the date of this contract, and thereafter neither party shall make a demand having an effective date within 90 days of the effective date of any prior demand. However, this limitation does not apply to a wage adjustment during the 90 day period.

(3) Each demand shall specify a date (the same as or subsequent to the date of the delivery of the demand) as to when the revised prices shall be effective. This date is the effective date of the price revision.

(i) If the Contractor makes a demand under this clause, the demand shall briefly state the basis of the demand and include the statements and data referred to in paragraph (d) of this clause.

(ii) If the demand is made by the Contracting Officer, the Contractor shall furnish the statements and data within 30 days of the delivery of the demand.

(d) "Submission of data." At the times specified in paragraphs (c)(3)(i) and (ii) of this clause, the Contractor shall submit --

(1) A new estimate and breakdown of the unit cost and the proposed prices for the services the Contractor will perform under this contract after the effective date of the price revision, itemized to be consistent with the original negotiations of the contract;

(2) An explanation of the difference between the original (or last preceding) estimate and the new estimate;

(3) Such relevant operating data, cost records, overhead absorption reports, and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimate;

(4) A statement of the actual costs of performance under this contract to the extent that they are available at the time of the negotiation of the revision of prices under this clause; and

(5) Any other relevant data usually furnished in the case of negotiations of prices under a new contract. The Government may examine and audit the Contractor's accounts, records, and books as the Contracting Officer considers necessary.

(e) "Negotiations." (1) Upon the filing of the statements and data required by paragraph (d) of this clause, the Contractor and the Contracting Officer shall negotiate promptly in good faith to agree upon prices for services the Contractor will perform on and after the effective date of the price revision.

(2) If the prices in this contract were established by competitive negotiation, they shall not be revised upward unless justified by changes in conditions occurring after the contract was awarded.

(3) The agreement reached after each negotiation will be incorporated into the contract by supplemental agreement.

(f) "Disagreements." If, within 30 days after the date on which statements and data are required pursuant to paragraph (c) of this clause, the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be resolved in accordance with the Disputes clause of this contract. The prices fixed by the Contracting Officer will remain in effect for the balance of the contract, and the Contractor shall continue performance.

(g) "Retroactive changes in wages or working conditions." (1) In the event of a retroactive wage adjustment, the Contractor or the Contracting Officer may request an equitable adjustment in the prices in this contract.

(2) The Contractor shall request a price adjustment within 30 days of any retroactive wage adjustment. The Contractor shall support its request with --

(i) An estimate of the changes in cost resulting from the retroactive wage adjustment;

(ii) Complete information upon which the estimate is based; and

(iii) A certified copy of the collective bargaining agreement, arbitration award, or other document evidencing the retroactive wage adjustment.

(3) Subject to the limitation in paragraph (g)(2) of this clause as to the time of making a request, completion or termination of this contract shall not affect the Contractor's right under paragraph (g) of this clause.

(4) In case of disagreement concerning any question of fact, including whether any adjustment should be made, or the amount of such adjustment, the disagreement will be resolved in accordance with the Disputes clause of this contract.

(5) The Contractor shall notify the Contracting Officer in writing of any request by or on behalf of the employees of the Contractor which may result in a retroactive wage adjustment. The notice shall be given within 20 days after the request, or if the request occurs before contract execution, at the time of execution.

252.247-7005 INDEFINITE QUANTITIES - NO FIXED CHARGES. (DEC 1991)

The amount of work and services the Contractor may be ordered to furnish shall be the amount the Contracting Officer may order from time to time. In any event, the Government shall order, during the term of this contract, work or services having an aggregate value of not less than \$100.

252.247-7006 REMOVAL OF CONTRACTOR'S EMPLOYEES. (DEC 1991)

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

252.247-7007 LIABILITY AND INSURANCE. (DEC 1991)

(a) The Contractor shall be --

(1) Liable to the Government for loss or damage to property, real and personal, owned by the Government or for which the Government is liable;

(2) Responsible for, and hold the Government harmless from, loss of or damage to property not included in paragraph (a)(1); and

(3) Responsible for, and hold the Government harmless from, bodily injury and death of persons, resulting either in whole or in part from the negligence or fault of the Contractor, its officers, agents, or employees in the performance of work under this contract.

(b) For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the Government or property for which the Government is liable.

(1) The amount of the loss or damage as determined by the Contracting Officer will be withheld from payments otherwise due the Contractor.

(2) Determination of liability and responsibility by the Contracting Officer will constitute questions of fact within the meaning of the Disputes clause of this contract.

(c) The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations. The Contractor is not responsible to the Government for, and does not agree to hold the Government harmless from, loss or damage to property or bodily injury to or death of persons if --

(1) The unseaworthiness of the vessel, or failure or defect of the gear or equipment furnished by the Government, contributed jointly with the fault or negligence of the Contractor in causing such damage, injury, or death; and

(i) The Contractor, his officers, agents, and employees, by the exercise of due diligence, could not have discovered such unseaworthiness or defect of gear or equipment; or

(ii) Through the exercise of due diligence could not otherwise have avoided such damage, injury, or death.

(2) The damage, injury, or death resulted solely from an act or omission of the Government or its employees, or resulted solely from proper compliance by officers, agents, or employees of the Contractor with specific directions of the Contracting Officer.

(d) The Contractor shall at its own expense acquire and maintain insurance during the term of this contract, as follows --

(1) Standard workmen's compensation and employer's liability insurance and longshoremen's and harbor workers' compensation insurance, or such of these as may be proper under applicable state or Federal statutes.

(i) The Contractor may, with the prior approval of the Contracting Officer, be a self-insurer against the risk of this paragraph (d)(1).

(ii) This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as a self-insurer under applicable provision of law.

(2) Bodily injury liability insurance in an amount of not less than \$300,000 on account of any one occurrence.

(3) Property damage liability insurance (which shall include any and all property, whether or not in the care, custody, or control of the Contractor) in an amount of not less than \$300,000 for any one occurrence.

(e) Each policy shall provide, by appropriate endorsement or otherwise, that cancellation or material change in the policy shall not be effective until after a 30 day written notice is furnished the Contracting Officer.

(f) The Contractor shall furnish the Contracting Officer with satisfactory evidence of the insurance required in paragraph (d) before performance of any work under this contract.

(g) The Contractor shall, at its own cost and expense, defend any suits, demands, claims, or actions, in which the United States might be named as a co-defendant of the Contractor, resulting from the Contractor's performance of work under this contract. This requirement is without regard to whether such suit, demand, claim, or action was the result of the Contractor's negligence. The Government shall have the right to appear in such suit, participate in defense, and take such actions as may be necessary to protect the interest of the United States.

(h) It is expressly agreed that the provisions in paragraphs (d) through (g) of this clause shall not in any manner limit the liability or extend the liability of the Contractor as provided in paragraphs (a) through (c) of this clause.

(i) The Contractor shall --

(1) Equitably reimburse the Government if the Contractor is indemnified, reimbursed, or relieved of any loss or damage to Government property;

(2) Do nothing to prevent the Government's right to recover against third parties for any such loss or damage; and

(3) Furnish the Government, upon the request of the Contracting Officer, at the Government's expense, all reasonable assistance and cooperation in obtaining recovery, including the prosecution of suit and the execution of instruments of assignment in favor of the Government.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)